

COPY

WS 6/8/16
RAM

LESSEE RESOLUTION

20-2016

RE: Master Equipment Lease/Purchase Agreement ("Master Agreement") and the Schedule thereto ("Schedule") each between Susquehanna Commercial Finance, Inc. ("Lessor") and COUNTY OF DAUPHIN ("Lessee") and the related Escrow Agreement ("Escrow Agreement").

At a duly called meeting of the Governing Body of the "Lessee" (as such term is defined in the Master Agreement) held on June 8, 2016 the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

- Determination of Need.** The Governing Body of Lessee has determined that a true need exists for the acquisition of the Equipment described under the Schedule to the Master Agreement dated as of 5/26/2016,, between Lessee and Lessor.
- Approval and Authorization.** The Governing Body of Lessee has determined that entering into the Master Agreement, Schedule, and Escrow Agreement thereto (collectively, "Agreements"), substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreements by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreements on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, necessary to the consummation of the transaction contemplated by the Agreements.

Authorized Individual(s): Donna S. Miller, Acting Risk Manager
(Printed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: [Signature]
(Signature of Secretary, Board Chairman or other member of the Governing Body)
Please Note - The individual signing here attesting to the Adoption of the Resolution must be a different person than any of the individuals listed in Section 2 as the persons authorized to sign the Lease Documents on behalf of the Lessee.

Printed Name: Mike Pries Title: Vice Chairman
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: [Signature]
(Signature of one additional person who can witness the passage of this Resolution)
Please Note - The individual signing here attesting to the Adoption of the Resolution must be a different person than any of the individuals listed in Section 2 as the persons authorized to sign the Lease Documents on behalf of the Lessee.

Printed Name: Chad Saylor Title: Chief Clerk
(Printed name of individual who signed directly above) (Title of individual who signed directly above)

Initials MP

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority

If Amended Return, check here

1 Issuer's name <i>Dauphin County</i>		2 Issuer's employer identification number (EIN) <i>23-6003043</i>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <i>Donna S. Miller</i>		3b Telephone number of other person shown on 3a <i>717-780-6328</i>	
4 Number and street (or P.O. box if mail is not delivered to street address) <i>2 South Second Street</i>		Room/suite	5 Report number (For IRS Use Only) <i>3</i>
6 City, town, or post office, state, and ZIP code <i>Harrisburg, PA 17101</i>		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <i>Michael J. Yohe, Budget Director</i>		10b Telephone number of officer or other employee shown on 10a <i>717-780-6309</i>	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	<i>306,719</i>	<i>60</i>
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

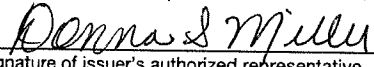
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	6-8-16 Date	Donna S. Miller Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	Firm's address ▶	Phone no.		

DAUPHIN COUNTY
SOLICITOR'S OFFICE

Board of Commissioners

JEFFREY T. HASTE, Chairman
MIKE PRIES, Vice-Chairman
GEORGE P. HARTWICK III, Secretary



DAUPHIN COUNTY
PENNSYLVANIA

2 SOUTH SECOND STREET
P. O. BOX 1295
HARRISBURG, PA 17108
(717) 780-6301

Solicitor
JOSEPH A. CURCILLO III, ESQ.

Assistant Solicitors
FREDRICK W. LIGHTY, ESQ.
BRUCE FOREMAN, ESQ.
GUY P. BENEVENTANO, ESQ.
LAURA E. CULLISON, ESQ.

June 8, 2016

Susquehanna Commercial Finance, Inc.
2 Country View Road, Suite 300
Malvern, PA 19355

Ladies & Gentlemen:

As counsel for COUNTY OF DAUPHIN ("Lessee"), we have examined a duly executed original of the Master Equipment Lease/Purchase Agreement dated as of 5/26/2016, Schedule to the Master Equipment Lease/Purchase Agreement between Lessee and SUSQUEHANNA COMMERCIAL FINANCE, INC. ("Lessor"), the Escrow Agreement ("Escrow Agreement") executed in connection with the Schedule by and among Lessee, Lessor and the Escrow Agent under the Escrow Agreement (collectively the "Agreements"), and the proceedings taken by Lessee to authorize and execute the Agreements. Based upon such examination of law and fact as we have deemed necessary or appropriate for purposes of the opinions set forth below, we are of the opinion that:

1. Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") or Lessee is a constituted authority authorized to issue obligations on behalf of a state or political subdivision within the meaning of Treasury Regulation 1.103-3(b).
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreements and to perform its obligations under the Agreements. The Agreements and the other documents either attached hereto or required herein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreements are legal, valid and binding obligations of Lessee enforceable in accordance with their terms.

Susquehanna Commercial Finance, Inc.

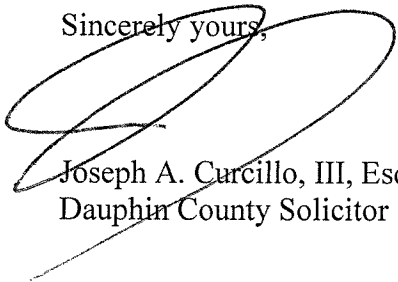
June 8, 2016

Page 2

3. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
4. Any applicable public bidding requirements have been satisfied with respect to the acquisition of the Equipment and the Agreements.
5. There are no pending actions or proceedings to which Lessee is a party, and there are no other pending or threatened actions or proceedings of which Lessee has knowledge, before any public body, court, arbitrator or administrative agency, which either individually or in the aggregate, if adversely determined, would materially adversely affect the transaction contemplated by the Agreements or the ability of Lessee to perform its obligations under the Agreements, or question the validity of the approval of Lessor therefor. Further, Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which, either individually or in the aggregate, would have the same such effect.
6. The Equipment leased pursuant to the Agreements constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

All capitalized terms herein shall have the same meaning as in the Agreements. This opinion is for the sole benefit of, and may be relied upon only by, you and any permitted assignee or sub-assignee of Lessor under the Agreements.

Sincerely yours,



Joseph A. Curcillo, III, Esq.
Dauphin County Solicitor

⇒ **PLEASE FAX THIS TO YOUR INSURANCE COMPANY BEFORE RETURNING TO US**

FROM: COUNTY OF DAUPHIN
2 SOUTH SECOND, HARRISBURG, PA 17108

TO: ⇒ Travelers Indemnity Co of CT ⇒ 800-238-6225 ⇒ 877-784-5329
PLEASE FILL IN INSURANCE COMPANY NAME PHONE NUMBER FAX NUMBER

Greetings:

We have entered into an Equipment Lease Agreement with Susquehanna Commercial Finance, Inc. for the following equipment with a value of \$306,719.60

(1) 2016 FORD EXPLORER XLT WITH UPFIT -
VIN: 1FM5K8D86GGD16871

(5) 2017 FORD INTERCEPTOR AWD UTILITY WITH UPFIT -
VINS: 1FM5K8AR2HGA13312; 1FM5K8AR0HGA13311; 1FM5K8AR9HGA13310; 1FM5K8AR2HGA13309; 1FM5K8AR0HGA13308

(2) 2017 FORD TRANSIT 350 12 PASSENGER VAN WITH UPFIT - VINS HAVEN'T BEEN ASSIGNED YET

EQUIPMENT LOCATION:
2 SOUTH SECOND , HARRISBURG, PA 17108

This is a Lease and we are responsible for the cost as well as providing the coverage as identified below. Please see that we have immediate coverage and notify SUSQUEHANNA COMMERCIAL FINANCE, INC. and its Assigns at once in the form of a COPY OF THE INSURANCE POLICY OR A CERTIFICATE OF INSURANCE (using ACORD 23 or its equivalent). Please include therein the standard 30 day notice of cancellation clause.

XXX **PHYSICAL DAMAGE:** Insurance is to be provided for loss, providing Comprehensive and Collision coverage for the full value of the equipment with Susquehanna Commercial Finance named as a Loss Payee.

XXX **LIABILITY ON TITLED VEHICLES:** Coverage should be written with **minimum combined single limit of \$1,000,000**. The lessor requires to be named as an Additional Insured on the General Liability coverage.

OR:

XXX **NON-TRUCKING LIABILITY:** When hauling under the rights of others Insurance for Non-Trucking Use (ISO CA 23 09 or its equivalent) is required.

If you have any questions, please do not hesitate to call.

*****DO NOT send signed finance documents to the address below*****
Susquehanna Commercial Finance, Inc. - Documentation Department
PO Box 979130
Miami, FL 33197

Please fax the certificate of insurance to 800-786-0023.

Sincerely,

COUNTY OF DAUPHIN

☒ Donna L Miller
Signed

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of 5/26/2016, and entered into between SUSQUEHANNA COMMERCIAL FINANCE, INC., and its successors and assigns ("Lessor") and COUNTY OF DAUPHIN ("Lessee").

RECITALS

- A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.
- B. Lessee is authorized under the Constitution and laws of the State of Pennsylvania (the "State") to enter into this Agreement for the purposes and subject to the conditions set forth herein.
- C. This Agreement shall be implemented through one or more series of Acceptance Certificates, Schedules of Payments, Escrow Agreements (in transactions funded by escrow) and related documents with each series of the foregoing constituting a single transaction subject to and entered into pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01 Lessee represents, covenants and warrants to Lessor as follows:

- (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (c) The execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder.
- (e) Lessee shall cause to be executed and delivered to Lessor, an opinion of its counsel and an incumbency certificate each in form and substance satisfactory to Lessor.
- (f) Lessee has an immediate need for, and expects to make immediate use of all of the Equipment, which need is not temporary or expected to diminish during the term of this Agreement.
- (g) The execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound.
- (h) There are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder.
- (i) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity. Lessee shall deliver to Lessor, an Essential Use Letter in substantially the form attached hereto.
- (j) The Equipment is, and shall remain during the Term of this Agreement, personal property.
- (a) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

ARTICLE II

DEFINITIONS: IMPLEMENTATION

Section 2.01 The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acceptance Certificate" is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee on the date thereof.

"Agreement" means this Master Equipment Lease/Purchase Agreement including the documents attached hereto.

"Code" means the Internal Revenue Code of 1986, as amended.

Initials DSM

"Commencement Date" is the date when Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment in an escrow fund (if the an Escrow Agreement is used in that transaction), whichever occurs first.

"Equipment" means the personal property consisting of equipment described in a Schedule, Equipment List , Essential Use Letter and one or more Acceptance Certificates executed by Lessee and delivered to Lessor, or to be executed and delivered, pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

"Escrow Agreement" means an escrow agreement delivered pursuant to Section 2.02 hereof.

"Purchase Price" shall mean the amount which Lessee can pay to Lessor to acquire the Equipment outright on a Rental Payment due date, as set forth on the Schedule of Payments contained in the Schedule executed by Lessee and applicable to such Equipment.

"Rental Payments" means the basic payments payable by Lessee pursuant to the provisions of this Agreement during the Term which are payable in consideration of Lessor permitting the Lessee to use the Equipment. Rental payments shall be payable by Lessee to Lessor in the amounts and at the times during the Term set forth in the Schedule of Payments.

"Schedule" means any Schedule executed with reference to this Agreement, in which shall be set forth: (a) the Equipment subject of that transaction, and (b) the terms and provisions of Lessee's payment obligation with respect to the Equipment in the "Schedule of Payments" contained therein.

"Schedule of Payments" means the specific terms and provisions of Lessee's payment obligation with respect to the Equipment subject of a Schedule, and which shall include an amortization table showing the principal and interest component of each payment.

"Term" means the term provided for in Section 3.01 hereof.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

Section 2.02

Implementation of Transactions.

- (b) Escrow Funded Transactions. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (i) a Schedule containing the payment schedule and Equipment description executed in connection herewith; (ii) an Escrow Agreement; and (iii) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto.
- (c) Non Escrow Funded Transactions. Transactions entered into hereunder under transactions without Escrow funding shall be implemented by Lessee executing and delivering to Lessor: (i) a Schedules containing the payment schedule and Equipment description executed in connection herewith; and (ii) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto, and shall constitute Lessee's direction to Lessor to pay the Vendor the amount of the Purchase Price of the Equipment.

Section 2.03

General. Each transaction implemented and entered into hereunder under each Schedule executed in connection herewith shall be deemed to be a separate and distinct legal and binding obligation of Lessee with this Agreement being applicable thereto independent of additional transactions which may be entered into by Lessor and Lessee hereunder. This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

ARTICLE III
TERM

Section 3.01

Term of Agreement. This Agreement and each Schedule (and Escrow Agreement, if applicable) shall be effective as of the date of execution hereof and shall remain in effect until Lessee has paid all Rental Payments and other amounts due hereunder and under each Schedule executed in connection with this Agreement, subject to Section 3.02 below.

Section 3.02

Termination of Term. The Term of any Schedule executed in connection herewith will terminate upon the earliest of any of the following events:

- (a) the non-appropriation of funds and termination of that Schedule executed in connection with this Agreement pursuant to Section 5.06;
- (b) the exercise by Lessee of the option to purchase the Equipment subject of that Schedule under the provisions of Article VIII or X of this Agreement;
- (c) a default by Lessee and Lessor's election to terminate a Schedule executed in connection with this Agreement under Article XII; or
- (d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) executed in connection herewith.

ARTICLE IV
ENJOYMENT OF EQUIPMENT

Section 4.01

So long as Lessee is not in default hereunder or under the terms of any Schedule (and Escrow Agreement if escrow funded transaction), as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use and enjoy the Equipment without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V
RENTAL PAYMENTS

Section 5.01

Rental Payments Not to Constitute a Full Faith and Credit Obligation of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) constitutes a current

Initials

DM

expense of Lessee and not a debt in contravention of constitutional or statutory limitation nor a pledge of the full faith and credit or the general tax revenues, funds or monies of Lessee.

- Section 5.02 Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.
- Section 5.03 Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.
- Section 5.04 Rental Payments to be Unconditional. Subject to the limitations of Section 5.06 hereof, the obligation of Lessee to make payment of the Rental Payments required under this Article V and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) and to perform and observe the other covenants and agreements contained herein and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.
- Section 5.05 Continuation of Term by Lessee. Lessee intends, subject to the provisions of Section 5.06, to pay all Rental Payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) and reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Term will be available. Lessee further intends, and hereby covenants, to do all things lawfully within its power to obtain and maintain funds from which all Rental Payments and payments for all necessary insurance and maintenance on the Equipment may be made, including making provision in each budget submitted and adopted in accordance with law, to use its bona fide best effort to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.
- Section 5.06 Nonappropriation. In the event that during any fiscal year of Lessee sufficient funds are not appropriated for the payment of all Rental Payments due under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) required to be paid during Lessee's next succeeding fiscal year and Lessee provides notice of Nonappropriation under Section 3.02 hereof with respect to such Schedule, the Lessee may terminate this Agreement as of the end of its then current fiscal year and shall not be obligated to pay the Rental Payments due under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) beyond such current fiscal year. Lessee agrees to give Lessor written notice of such termination at least sixty (60) days prior to the end of the then current fiscal year. If any Schedule executed in connection with this Agreement is terminated under this section 5.06, Lessee agrees peaceably to deliver the Equipment to Lessor, at any location designated by Lessor, at Lessee's sole cost and expense and in the condition required by Section 7.01 hereof, together with such documents and assurances as Lessor may reasonably request.

ARTICLE VI
TITLE TO EQUIPMENT: SECURITY INTEREST

- Section 6.01 Title to the Equipment. During the Term of this Agreement, title to the Equipment shall rest in Lessee subject to the rights of Lessor under this Agreement. Immediately upon the occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), title to the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without the necessity of any further action by the parties. In the event that title reverts to Lessor as described above, Lessee will reasonably surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 5.06.
- Section 6.02 Security Interest. To secure all obligations of Lessee hereunder, Lessee hereby grants to Lessor a security interest in and to all of Lessee's right, title and interest in and to the Equipment including substitutions and replacements thereof or thereto, and all proceeds (cash and non-cash), including the proceeds of insurance. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, or Lessor deems necessary or appropriate to give notice of Lessor's security interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment. In the case of escrow funded transactions, as further security Lessee hereby grants to Lessor, a first priority security interest in the cash and negotiable instruments from time to time comprising the Escrow Fund (as such term is defined in that certain Escrow Agreement by and among Lessor, Lessee and the financial institution acting as escrow agent dated as of the date hereof) and all proceeds (cash and non-cash) thereof. Lessee further agrees that with respect to the Equipment and if applicable, the Escrow Fund, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State.
- Section 6.03 Personal Property. The Equipment is, and shall at all times remain, personal property.
- Section 6.04 Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein except in favor of Lessor.

ARTICLE VII
MAINTENANCE: TAXES:
INSURANCE: MODIFICATIONS: LOCATIONS:

- Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.
- Section 7.02 Taxes. Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay during the Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or thereon, as well as all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.

Section 7.03 Insurance. Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessor from liability in all events in an amount not less the greater of the full replacement value of the Equipment or the applicable Purchase Price. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor.

All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insured, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.03 shall be applied as provided in Section 8.01 and 8.02 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at lesser of of 15% per annum or the maximum rate permitted by applicable law.

Section 7.04 Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change of that location.

Section 7.05 Modifications. Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII
DAMAGE: DESTRUCTION AND CONDEMNATION:
USE OF NET PROCEEDS

Section 8.01 Damage, Destruction and Condemnation. If prior to the termination of the Term of any Schedule (a) the Equipment subject of that Schedule or any portion thereof is destroyed (in whole or part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment subject of that Schedule or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. In the event of total destruction of or damage to the Equipment subject of that Schedule, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price of the Equipment subject of that Schedule, applicable for the next succeeding Rental Payment due plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment.

For purposes of Section 7.03 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 8.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration or the Purchase Price of the Equipment subject of that Schedule, referred to in Section 8.01 hereof, Lessee shall, as applicable, either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds and Lessee agrees that, if by reason of such insufficiency of the Net Proceeds, Lessee shall incur expenses pursuant hereto, it shall not be entitled to any reimbursement thereof from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article V hereof; or (b) pay to Lessor the excess of the sum of the then applicable Purchase Price and pro rata allocation of interest over the Net Proceeds (which shall be retained by Lessor) and, upon such payment, the Term shall terminate and title to the Equipment shall be conveyed by Lessor to Lessee as provided in Article X of this Agreement.

ARTICLE IX
DISCLAIMER OF WARRANTIES: VENDOR'S WARRANTIES:
USE OF THE EQUIPMENT

Section 9.01 Disclaimer of Warranties. (a) LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

(b) Execution of an Acceptance Certificate shall constitute acknowledgement by Lessee that: (i) the equipment is of a size, and design, capacity and manufacture selected by Lessee; (ii) Lessee is satisfied that the Equipment is suitable for its purpose; (iii) Lessor has represented that it is not a vendor or a manufacturer or dealer in property of such kind; and (iv) Lessor has disclaimed any representation or warranty or covenant as set forth in Section 9.01 (a) above.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's

Initials DAM

obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made, no representations or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

ARTICLE X
CONSUMMATION OF PURCHASE

Section 10.01 Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate with respect to any Schedule executed in connection herewith:

- (a) at the end of the term, upon payment in full of all Rental Payments due hereunder and under the terms of all Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith, and all other sums required to be paid hereunder and under the terms of all Schedules executed in connection herewith; or
- (b) on any Rental Payment due date, upon payment by Lessee of the then applicable Purchase Price as set forth in the Schedule of Payments under the terms of the applicable Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith and all other sums required to be paid thereunder.

Upon the occurrence of either of the above, Lessor shall deliver to Lessee a confirmatory Bill of Sale transferring permanently its full remaining right, title and interest in the Equipment to Lessee free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances, but without other warranties.

ARTICLE XI
ASSIGNMENT; SUBLEASING; INDEMNIFICATION
MORTGAGING AND SELLING

Section 11.01 Assignment by Lessor. This Agreement and any Schedules executed in connection herewith, Lessor's interest in the Equipment subject of any Schedules executed in connection herewith, and right of Lessor to receive payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction)s executed in connection herewith, may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. However, no assignment or reassignment of any of the Lessor's right, title, or interest in this Agreement or the Equipment, or any Schedule executed in connection herewith, shall be effective unless and until Lessee shall have received a notice of assignment. Upon receipt of the notice described above, Lessee agrees to make all payment to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgement shall in no way be deemed necessary to make the assignment effective. Lessee agrees to establish and maintain a book-entry record of ownership of each Schedule. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interest in the Equipment and in this Agreement.

Section 11.02 Assignment and Subleasing by Lessee. The Lessee's interest in this Agreement, any Schedule (and Escrow Agreement if escrow funded transaction) executed in connection herewith and the interest of Lessee in the Equipment may not be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03 Release and Indemnification Covenants. Lessee shall, to the extent permitted by applicable law, indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the Equipment, including the ownership of any item of the Equipment, the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death of any person, unless the source shall have been caused by the acts or omissions of Lessor, its officers, employees or agents. The indemnification obligation arising hereunder shall continue in full force and effect notwithstanding the full payment of any obligations under this agreement or termination of the Term for any reason.

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder or under the terms of all Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith at the time and manner specified herein; or
- (b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder or under the terms of all Schedules (and any Escrow Agreements if escrow funded transaction)executed in connection herewith; or
- (c) Any certificate, statement, representation, warranty or audit contained herein or heretofore furnished with respect hereto or under the terms of all Schedules (and any Escrow Agreement if escrow funded transaction) executed in connection herewith by or on behalf of Lessee proving to have been false in any material respect at the time as of which facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or
- (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws, the filing by Lessee of an answer admitting or not contesting the material allegations of a

petition filed against Lessee in any such proceeding, or the failure to file an answer to such petition within forty-five (45) days from the filing thereof.

Section 12.02 Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare an amount equal to the then applicable Purchase Price under the terms of all Schedules (and any Escrow Agreements if escrow funded transaction) executed in connection herewith as set forth in the Schedule of Payments as set forth the Schedules to be immediately due and payable;
- (b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof, for the account of Lessee, holding Lessee liable for (i) all payments due up to the effective date of such selling, leasing or subleasing; and (ii) the difference, if any, between the purchase price, rental and other amounts paid by the lessee or sublessee pursuant to such sale, lease or sublease and all amounts payable by Lessee hereunder, including the applicable Purchase Price of all Schedules executed in connection herewith; or
- (c) Require Lessee to deliver the Equipment to Lessor at any location designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.01 hereof; or
- (d) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII TAX INDEMNIFICATION

Section 13.01 Covenants. The parties intend that Lessor can exclude the interest component of the Rental Payments from gross income for Federal income tax purposes. Lessee covenants and agrees that it will (i) if the transaction is escrow funded, rebate an amount equal to excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by regulations applicable thereto; (ii) use a book entry system to register the owner of this Agreement and each Schedule so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G or, if the invoice price of the Equipment is less than \$100,000, a form 8038-GC with the Internal Revenue Service in accordance with Section 149(e) of the Code and provide evidence of the same to Lessor; (iv) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

Section 13.02 Indemnification. If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor that Lessor may not exclude any interest paid hereunder from gross income for Federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Agreement and the applicable Schedule(s) through the date of such payment. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay as additional rent to Lessor on each succeeding Rental Payment due date such amount as will maintain such after-tax yield to Lessor.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof.

Section 14.02 Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon, Lessor and Lessee and their respective successors and assigns.

Section 14.03 Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligation of Lessee under section 7.02, 11.03 and 13.02 which accrue during the term shall survive termination of this Agreement.

Section 14.04 Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee.

Section 14.05 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.06 Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Initials D&M

- Section 14.08 Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any terms, covenants or agreements herein shall not be construed as a waiver of any other breach of the same of any other term, covenant or agreement herein.
- Section 14.09 Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties.
- Section 14.10 Time. Time is of the essence of this Agreement.
- Section 14.11 Waiver of Jury Trial. Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.
- Section 14.12 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm's-length commercial transaction between the Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of the Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.
- Section 14.13 Lessee has been advised by Lessor that the USA Patriot Act establishes minimum standards of account information to be collected and maintained by Lessor, and that to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account; and specifically, this means that when Lessee executes this Lease, Lessor may ask for Lessee's name and address, the date of birth of the officers executing this Lease, and other information that will allow Lessor to identify Lessee; and that Lessor may also ask to see the driver's license or other identifying documents of the officers of Lessee executing this Lease. (g) Lessee is and will remain in full compliance with all applicable laws including, without limitation, (1) ensuring that no person who owns a controlling interest in or otherwise controls Lessee is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, or (B) a person designated under Sections 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (2) compliance with all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

ATTEST:

LESSOR: SUSQUEHANNA COMMERCIAL FINANCE, INC.
2 Country View Road, Suite 300, Malvern, PA 19355

by: _____

by: _____

ATTEST:

LESSEE: COUNTY OF DAUPHIN
2 SOUTH SECOND
HARRISBURG, PA 17108

by: Jeanne M Spagnuolo

by: Donna S Miller

ATTEST-TITLE: \Rightarrow Notary Public

SIGNOR TITLE: \Rightarrow Acting Risk Manager

ATTEST-NAME: \Rightarrow Jeanne M Spagnuolo

SIGNOR NAME: \Rightarrow Donna S. Miller

Initials D&M

RIDER NO. 1

Attached to and made a part of that Certain Master Equipment Lease/Purchase Agreement, Escrow Agreement, and Schedule thereto (collectively, "Agreements") dated as of 5/26/2016, by and between SUSQUEHANNA COMMERCIAL FINANCE, INC. as Lessor and COUNTY OF DAUPHIN (LESSEE) as Lessee.

1. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including the Agreements) in the amount of more than \$10,000,000 as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.
2. The parties intend that the Agreements will qualify as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In the event that Lessor either (i) receives notice from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that the otherwise applicable exception set forth in Section 265(b)(3) of the Code is not available, then Lessee shall pay to Lessor within thirty (30) days after receiving notice from lessor of such event, the amount which with respect to rental payments previously paid, will restore the after-tax yield on the transaction evidenced by the Agreement to that which it would have been had such exception been available, and pay as an additional rent on succeeding rent payment due dates such amount as will maintain such after-tax yield.
3. The obligations of Lessee hereunder which accrue during the term of the Agreements shall survive termination of the Agreements.
4. The parties agree that this Rider is an integral part of the Agreement.

Date: 6-8-16

LESSEE: COUNTY OF DAUPHIN

By: Donna S. Miller
Title: Acting Risk Manager
Print name: Donna S. Miller

LESSOR: Susquehanna Commercial Finance, Inc.

By: _____

Initials DKM

LIST OF ANCILLARY DOCUMENTS

- 1) Opinion of Lessee's Counsel
- 2) Incumbency Certificate
- 3) Essential Use Letter
- 4) Schedule
- 5) Description of Equipment
- 6) Resolutions of Governing Body
- 7) Form 8038-G
- 8) Evidence of Insurance (Self-Insurance Letter)
- 9) Certificate of Acceptance
- 10) UCC-1 Financing Statement

Plus, if Escrow Funded:

- 11) Escrow Agreement

Initials

DKM

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Officer of **COUNTY OF DAUPHIN** (LESSEE); a political subdivision duly organized and existing under the laws of the State of Pennsylvania, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement between Lessee and Susquehanna Commercial Finance, Inc., and all documents connection therewith, including the Schedule thereto dated 5/26/2016, and the related Escrow Agreement.

NAME TITLE SIGNATURE
⇒ Donna S. Miller ⇒ Acting Risk Mgr ⇒ Donna S Miller

IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this ⇒ 8th day of June, 2016.

⇒ Jeanne M Spagnolo
Signature

ATTEST-Name: ⇒ Jeanne M. Spagnolo

ATTEST-Title: ⇒ Notary Public

SEAL

Initials ⇒ DSM

ESSENTIAL USE LETTER

Susquehanna Commercial Finance, Inc.
2 Country View Road, Suite 300
Malvern, PA 19355

Ladies and Gentlemen:

Reference is made to that certain Master Equipment Lease/Purchase Agreement, dated as of 5/26/2016, and Schedule thereto dated 5/26/2016 between Susquehanna Commercial Finance, Inc., as Lessor and the undersigned, as Lessee (collectively, together with all other agreements being executed in connection therewith, including any related Escrow Agreement, the "Agreements"). The Equipment, as such term is defined in the Agreements can generally be described as follows:

**(1) 2016 FORD EXPLORER XLT WITH UPFIT -
VIN: 1FM5K8D86GGD16871**

**(5) 2017 FORD INTERCEPTOR AWD UTILITY WITH UPFIT -
VINS: 1FM5K8AR2HGA13312; 1FM5K8AR0HGA13311; 1FM5K8AR9HGA13310; 1FM5K8AR2HGA13309;
1FM5K8AR0HGA13308**

(2) 2017 FORD TRANSIT 350 12 PASSENGER VAN WITH UPFIT - VINS HAVEN'T BEEN ASSIGNED YET

This confirms and affirms that the Equipment is essential to the governmental functions of Lessee. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Specifically, the Equipment was selected by Lessee to be used as follows:

(COMPLETE ESSENTIAL-USE)

police vehicles

Lessee COUNTY OF DAUPHIN

By: Donna S. Miller
SIGNOR TITLE: \Rightarrow Acting Risk Manager
SIGNOR NAME: \Rightarrow Donna S. Miller

Date: \Rightarrow 6-8-16

Initials DSM

**SCHEDULE TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT
(ESCROW TRANSACTION)**

RE: Master Equipment Lease / Purchase Agreement dated as of 5/26/2016,, between Susquehanna Commercial Finance, Inc. ("Lessor") and COUNTY OF DAUPHIN ("Lessee")

This Schedule to Master Equipment Lease / Purchase Agreement (this "Schedule") incorporates by reference the terms and conditions of the above referenced Master Equipment Lease/Purchase Agreement (the "Master Agreement") between Lessee and Lessor and the related Escrow Agreement ("Escrow Agreement") by and among Lessor, Lessee and the Escrow Agent under the Escrow Agreement.

LESSEE AGREES TO LEASE THE EQUIPMENT DESCRIBED BELOW FROM LESSOR, AND LESSOR BY ACCEPTANCE OF THIS LEASE AGREES TO LEASE THE EQUIPMENT TO LESSEE, ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE, THE ESCROW AGREEMENT, AND THE MASTER AGREEMENT, THE TERMS AND CONDITIONS EACH AGREEMENT BEING INCORPORATED HEREIN BY REFERENCE.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
		(1) 2016 FORD EXPLORER XLT WITH UPFIT - VIN: 1FM5K8D86GGD16871
		(5) 2017 FORD INTERCEPTOR AWD UTILITY WITH UPFIT - VINS: 1FM5K8AR2HGA13312; 1FM5K8AR0HGA13311; 1FM5K8AR9HGA13310; 1FM5K8AR2HGA13309; 1FM5K8AR0HGA13308
		(2) 2017 FORD TRANSIT 350 12 PASSENGER VAN WITH UPFIT - VINS HAVEN'T BEEN ASSIGNED YET

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

2 SOUTH SECOND	HARRISBURG	PA	
Address	City	State	County

SCHEDULE OF PAYMENTS (ON ACCOUNT OF PURCHASE PRICE)

Term of Lease (in months)	Total Number of Rental Payments	AMOUNT OF EACH PAYMENT			FIRST PAYMENT AMOUNT
		Rent	Sales Tax	Total	Processing Fee
60	20	\$16,956.87	EXEMPT	\$16,956.87	\$495.00 FINANCED
		\$	\$	\$	PAYMENT FREQUENCY
					Quarterly

PAYMENT NUMBER	PAYMENT AMOUNT	INTEREST COMPONENT	PRINCIPAL COMPONENT	OPTION PREPAYMENT PRICE
1	16,956.87	2,995.29	13,961.58	****
2	16,956.87	2,858.95	14,097.92	****
3	16,956.87	2,721.27	14,235.60	****
4	16,956.87	2,582.25	14,374.62	****
5	16,956.87	2,441.88	14,514.99	240,937.92
6	16,956.87	2,300.13	14,656.74	225,631.65
7	16,956.87	2,157.00	14,799.87	210,220.52
8	16,956.87	2,012.47	14,944.40	194,703.81
9	16,956.87	1,866.53	15,090.34	179,080.80
10	16,956.87	1,719.16	15,237.71	163,350.76
11	16,956.87	1,570.36	15,386.51	147,512.96
12	16,956.87	1,420.10	15,536.77	131,566.66
13	16,956.87	1,268.38	15,688.49	115,511.12

Initials D&M

14	16,956.87	1,115.17	15,841.70	99,345.59
15	16,956.87	960.47	15,996.40	83,069.31
16	16,956.87	804.25	16,152.62	66,681.53
17	16,956.87	646.51	16,310.36	50,181.48
18	16,956.87	487.23	16,469.64	33,568.39
19	16,956.87	326.40	16,630.47	16,841.49
20	16,956.87	164.00	16,792.87	0.00

Lessee: COUNTY OF DAUPHIN

Lessor: Susquehanna Commercial Finance, Inc.

BY: Donna & Miller

BY: _____

TITLE: Acting Risk Manager

TITLE: _____

DATE: 6-8-16

DATE: _____

DATE: _____

DATE: _____

Initials D&M

CERTIFICATE OF ACCEPTANCE

RE: Master Equipment Lease/Purchase Agreement ("Master Agreement") dated as of 5/26/2016,, between Susquehanna Commercial Finance, Inc. ("Lessor") and COUNTY OF DAUPHIN ("Lessee") and Schedule thereto ("Schedule") dated 5/26/2016,.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Agreement and Schedule (together with any Escrow Agreement). I hereby certify that:

1. The Equipment described on the Schedule has been delivered and installed in accordance with Lessee's specifications.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Schedule during the current Fiscal Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.
4. Lessee has obtained insurance coverage as required under the Master Agreement from an insurer qualified to do business in the State.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default (as such is defined in the Master Agreement) exists as of the date hereof.
7. The governing body of Lessee has approved the authorization, execution and delivery of the Schedule and the Master Agreement on its behalf by the authorized representative of Lessee who signed the Master Agreement.
8. During the term of the Schedule, the Equipment will be used for essential governmental functions. Such functions are:

⇒ police vehicles

9. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under the "Schedule of Payments" contained in the Schedule.

⇒ General fund budget

10. Please state why you reasonably expect and anticipate that adequate funds will be available for all future Rental Payments that will come due under the "Schedule of Payments" contained in the Schedule.

⇒ yearly general fund budget

Lessee COUNTY OF DAUPHIN

BY: Danna J Miller

TITLE: Acting Risk Manager

DATE OF ACCEPTANCE: 6-8-16

Initials DSM

BANK QUALIFIED CERTIFICATE

RE: Master Equipment Lease/Purchase Agreement dated as of 5/26/2016, ("Master Agreement"), the Schedule thereto dated 5/26/2016, ("Schedule"), each between Susquehanna Commercial Finance, Inc. ("Lessor") and COUNTY OF DAUPHIN ("Lessee"), and the related Escrow Agreement ("Escrow Agreement").

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Schedule is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than Ten Million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates the Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Schedule is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Schedule is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: Donna S. Miller
(Signature of individual authorized to execute this Exhibit)

Printed Name: Donna S. Miller
(Printed name of individual who signed directly above)

Initials DSM

AGREEMENT TO PROVIDE INSURANCE

Lessee:	Lessor:
Name: COUNTY OF DAUPHIN	Name: Susquehanna Commercial Finance, Inc.
Address: 2 SOUTH SECOND HARRISBURG, PA 17108	Address: 2 Country View Road, Suite 300 Malvern, PA 19355
Phone: (717) 780-6309	Phone: 877-969-7252

Description of Equipment:

The undersigned lessee ("Lessee") understands that to provide protection from financial loss, should an accident or loss occur, its lease agreement with Lessor requires the equipment leased thereunder to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

INSURANCE COMPANY

Name:⇒ Marsh + McLennan Agency LLC Name:⇒ Travelers Indemnity Co. of CT

Address:⇒ 2300 Renaissance Boulevard Policy #:⇒ 8102C410714

Phone:⇒ King of Prussia, Pa 19406
800-238-6225

Fax:⇒ _____

Lessee's Signature: Donna S Miller

Initials DSM

FISCAL FUNDING ADDENDUM

Full Legal Name COUNTY OF DAUPHIN			
Billing Address 2 SOUTH SECOND		Phone Number	
City HARRISBURG	County	State PA	Zip Code 17108
Lease Number		Lease Date	

The undersigned Lessee warrants to Susquehanna Commercial Finance, Inc. ("Lessor") that it has funds available to pay all rents (the "Rental Payments") payable under the above - identified Lease until the end of Lessee's current appropriation period. If Lessee's legislative body or other funding authority does not appropriate funds for Rental Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay such Rental Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the end of its current appropriation period. As a condition to exercising its rights under the Addendum, Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the end of its current appropriation period.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

Accepted by Lessee this ⇒ 8th day of ⇒ June, 2016. ⇐

COUNTY OF DAUPHIN

By: Donna S Miller
 Title: ⇒ Acting Risk Manager

Accepted by Lessor this _____ day of _____, 20_____.

SUSQUEHANNA COMMERCIAL FINANCE, INC.

By: _____

Title: _____

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, made and entered into as of this 8th day of June 2016 by BRANCH BANKING AND TRUST COMPANY ("Escrow Agent"), Susquehanna Commercial Finance, Inc., and its successors and assigns ("Lessor"), a corporation duly organized and existing under the Constitution and laws of the State of Pennsylvania, with an address of 2 Country View Road, Suite 300, Malvern, PA 19355, and COUNTY OF DAUPHIN (Lessee) duly organized and existing under the Constitution and laws of the State of Pennsylvania ("State") with an address of 2 SOUTH SECOND, HARRISBURG PA 17108.

WITNESSETH

WHEREAS, Lessee and Lessor have entered into a Master Equipment Lease/Purchase Agreement dated as of May 26, 2016 ("Master Agreement"), a duplicate original of which has been furnished to each of the parties, whereby Lessor has agreed to acquire certain equipment ("Equipment") described in the Schedule thereto ("Schedule"), and to sell the Equipment to the Lessee, and Lessee has agreed to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Master Agreement and Schedule (which shall collectively be referred to as the "Lease Documents"); and

WHEREAS, the Equipment has or will be ordered from the Vendor, and there is expected to be a delay in delivery of the Equipment to Lessee; and

WHEREAS, in order to secure the obligations of Lessor under the Lease Documents, Lessee has requested Lessor to set aside in escrow with the Escrow Agent, pursuant to the terms hereof, the anticipated purchase price of the Equipment; and

WHEREAS, Lessee, as agent for Lessor, will cause the Equipment to be acquired from Vendor in accordance with the purchase orders or contracts therefore, and neither Lessor nor the Escrow Agent shall be obligated to assume or perform any obligation of the Lessee or Vendor with respect thereto or under the Lease Documents;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

ARTICLE I APPOINTMENT OF ESCROW AGENT: DEFINITIONS

Section 1.01. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent, to receive, hold, invest and disburse the moneys to be paid to it pursuant to this Escrow Agreement and the Lease Documents, and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent provided herein, but only upon the terms and conditions set forth.

Section 1.02. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement have the meanings specified below. Any capitalized term not defined below shall have the meaning ascribed in the Lease Documents.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to Vendor therefore upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing by Lessor of the Equipment.

"Acceptance Certificate" means an acceptance certificate in the form attached to the Master Agreement.

"Acquisition Fund" means the fund by that name established and held by the Escrow Agent pursuant to Article II of this Escrow Agreement.

"Closing Date" means the day when Lessor deposits with the Escrow Agent the moneys required to be deposited pursuant to Article II.

"Equipment" means the personal property described the Essential Use Letter and the Acceptance Certificate executed pursuant to the Lease Documents, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Acquisition Fund.

"Escrow Agent" means BRANCH BANKING AND TRUST COMPANY, or any successor thereto acting as Escrow Agent Pursuant to this Escrow Agreement.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Independent Counsel" means an attorney duly admitted to the practice of law before the highest court of the State in which he maintains an office and who is not an employee of Lessor, the Escrow Agent or the Lessee.

"Lessee Representative" means the representative of Lessee or a person authorized by the Lessee to act on its behalf under or with respect to this Escrow Agreement.

"Lessor Representative" means the President, any Vice President or Assistant Vice President of Lessor, or any person authorized to act on behalf of Lessor under or with respect to this Escrow Agreement, as evidenced by a certificate conferring such authorization executed by the President, any Vice President or Assistant Vice President of Lessor, given to the Lessee or the Lessee Representative.

"Master Agreement" means the Master Equipment Lease/Purchase Agreement, referenced above by and between Lessee and Lessor, and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Payment Date" means the date upon which any Rental Payment under the Lease Documents is due and payable, as set forth in the Schedule.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Prepayment Date" means any date on which the Lessee may exercise its option to purchase the Equipment pursuant to the terms of the Lease Documents.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentality's of the United States; or (iv) certificates of deposit, time deposits or demand deposits with a bank or savings institution qualified as a depository of public funds in the State of Illinois, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii) or (iii); (iv) money market funds, the assets of which are obligations of or guaranteed by the United States of America and which funds are rated "Aaa" by Moody's investors Service or "Am" or "Am-C" by Standard & Poor's Corporation. Lessee acknowledges that such Qualified Investments are permitted investments under any state, county or municipal law applicable to the investment of Lessee's funds.

"Rental Payments" means the basic payments payable by Lessee to Lessor pursuant to the provisions of the Lease Documents during the term thereof which are payable in conjunction of the right of Lessee to use the Equipment during the then current portion of the term of the Schedule.

"Schedule" means any Schedule executed with reference to the Master Agreement, in which shall be set forth: (a) the Equipment subject of that transaction, and (b) the terms and provisions of Lessee's payment obligation with respect to the Equipment in the "Schedule of Payments" contained therein.

"Schedule of Payments" means the specific terms and provisions of Lessee's payment obligation with respect to the Equipment subject of a Schedule, and which shall include an amortization table showing the principal and interest component of each payment.

"Term of the Agreement" means the time during which the Master Agreement is in effect, as provided in Article III of the Master Agreement.

"Unpaid Principal Balance" means the unpaid principal amount of all Rental Payments.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased, will purchase or has ordered the Equipment or with whom Lessor has contracted for the acquisition of the Equipment.

Section 1.03. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers and person signing it.

ARTICLE II ACQUISITION FUND

Section 2.01. Acquisition Fund. Escrow Agent shall establish a special fund designated as the "Acquisition Fund"; shall keep such Fund separate and apart from all other funds and moneys held by it; and shall administer such Funds as expressly provided hereunder. Escrow Agent shall create and maintain both a Principal Account and Interest Account in the Acquisition Fund.

Section 2.02. Deposit of Moneys by Lessor. At the Closing Date, Lessor shall deposit with the Escrow Agent the amount of **Error! Reference source not found. (\$306,719.60)** Escrow Agent shall credit said amount to the Principal Account of the Acquisition Fund established and to be held, applied and disbursed as herein provided.

Section 2.03. Purpose of Principal Account: Payment of Acquisition Costs. The Principal Account of the Acquisition fund shall be expended for the Acquisition Costs of the Equipment. Escrow Agent shall pay from the Principal Account of the Acquisition Fund the Acquisition Cost of the Equipment, upon receipt from Lessee and Lessor the following items:

(a) in the case of payment of any Acquisition Cost to Vendor pursuant to a contract or purchase order, (1) a duly executed Payment Request Form, with a true copy of the Vendor's statement attached, (2) where applicable, a duplicate original of any change order approved by Lessee and Lessor increasing Acquisition Costs in an amount in excess of the original purchase order or contract price, (3) receipts from the Vendor showing proper application of prior requisitions, and (4) bills of sale for any component of the Equipment for which a bill of sale may be delivered;

(b) in the case of an Acquisition Cost previously paid by Lessee for which it is seeking reimbursement, (1) a duly executed Payment Request Form, (2) a true copy of Vendor's statement for such Acquisition Costs, and (3) evidence of Payment; or

(c) in the case of payment of any other Acquisition Cost, a duly executed Payment Request Form.

(d) In addition to the foregoing the Lessor may establish procedures for the Lessee to follow during the initial 6-month period during which advances will be made (and any extension thereof) including but not limited procedures for inspections to be completed prior to advances to confirm project improvements have been completed in a manner satisfactory to Lessor, on which Escrow Agent may rely.

Section 2.04. Purpose of Interest Account: Payments From Interest Account. Any income received on the investment of moneys held by Escrow Agent in the Principal Account or Interest Account of the Acquisition Fund shall be credited to the Interest Account of the Acquisition Fund. Any moneys in the Interest Account of the Acquisition Fund as of the due date of any Rental Payment under the Lease Documents shall be paid by Escrow Agent to Lessee as of that date for use by Lessee in connection with paying the Rental Payment due on such date with any excess to be retained and applied to the next Rental Payment.

Section 2.05. Transfers Upon Completion. Upon the first to occur of (a) payment of all Acquisition Costs with respect to the Equipment; or (b) the eighteen month anniversary of the Closing Date, Escrow Agent shall apply all remaining moneys in the Acquisition Fund to the reduction of the principal portion of the purchase price of the Equipment by paying such moneys directly to the Lessor or its assignee, unless the remaining moneys in the Acquisition Fund are less than the sum of the next 2 Rental Payments becoming due under the Lease Documents in which case such moneys shall be applied to such Rental Payments. In the case of a prepayment of the Unpaid Principal Balance in accordance with the foregoing, the remaining Rental Payments shall be recomputed based on the reduced Unpaid Principal Balance, the Schedule of Payments shall be amended to reflect such prepayment of principal, and Lessor and Lessee shall execute a revised Schedule of Payments to acknowledge such change.

Section 2.06. Termination. If this Escrow Agreement is terminated by Lessor as authorized under Article VII and the Master Agreement, all moneys in the Acquisition Fund shall be paid to Lessor for application against moneys due to Lessor under the Lease Documents.

ARTICLE III MONEYS IN FUNDS: INVESTMENTS; TERMINATION

Section 3.01. Held in Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of the Lessee and for the purposes herein specified. Such moneys, and any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not, to the extent permitted by applicable law, as otherwise expressly provided herein, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Section 3.02. Investments Authorized. Moneys held by the Escrow Agent hereunder may be invested by the Escrow Agent in Qualified Investments as directed in writing by Lessee from time to time. Such investments shall be registered in the name of the Escrow Agent and held by Escrow Agent which may act as a purchaser or agent in making or disposing thereof. Such investments and reinvestments shall be made giving full consideration for the time when funds will be required to be available for acquisition.

Section 3.03. Accounting. The Escrow Agent shall furnish to Lessee and Lessor, no less than quarterly, an accounting of all investments made by the Escrow Agent. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Escrow Agreement.

Section 3.04. Valuation and Disposition of Investments. For the purpose of determining the amount in the Acquisition Fund, all Qualified Investments credited to such fund shall be valued at cost (exclusive of accrued interest after the first interest payments following purchase). Escrow Agent may sell at the best price obtainable, or present for redemption, any Qualified Investment so purchased by Escrow Agent, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the Acquisition Fund to which such Qualified Investment is credited and Escrow Agent shall not be liable or responsible for any loss resulting from such investment.

Section 3.05. Deposit of Moneys in Acquisition Fund. All moneys held by the Escrow Agent in the Acquisition Fund established pursuant to this Escrow Agreement, except such moneys which are at the time invested as herein provided, shall be deposited in demand or time deposits (which may be represented by time certificates of deposit) in any bank or trust company authorized to accept deposits of public funds (including the banking department of the Escrow Agent), and, as and to the extent required by law, shall be secured at all times by obligations which are eligible by law to secure deposits of public moneys. Such obligations shall be deposited with such bank or banks as may be selected by Escrow Agent, and held by or for the account of the Escrow Agent as security for such deposits.

Section 3.06. Termination. Unless earlier terminated pursuant to Article VII, this Escrow Agreement Shall terminate upon the final distribution of all moneys in the Acquisition Fund.

ARTICLE IV THE ESCROW AGENT

Section 4.01. Removal of Escrow Agent. The Lessee and Lessor, by written agreement between themselves, may by written request, at any time and for any reason, remove the Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Ten Million Dollars (\$10,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or to the requirements of any federal or state supervising or examining authority, to, then for the purposes of this Section the combined capital and surplus of such bank or trust company may be conclusively established for the purposes hereby in its most recent report of condition so published.

Section 4.02. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to the Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 60 days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor. Upon receiving such notice of resignation, the Lessee and Lessor shall promptly appoint a successor Escrow Agent by an instrument in writing; provided however, that in the event the Lessee and Lessor fail to appoint a successor Escrow Agent within 30 days following receipt of such written notice of resignation, Lessor may appoint a successor Escrow Agent, and in the event that Lessor fail to appoint a successor Escrow Agent within 30 days following the expiration of such initial 30-day period, the resigning Escrow Agent may petition the appropriate court having jurisdiction to appoint a successor Escrow Agent. Any resignation or removal of the Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 4.03. Appointment of Agent. The Escrow Agent may appoint an agent acceptable to the Lessee and Lessor to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 4.04. Merger or Consolidation. Any company into which the Escrow Agent may be merged or converted, or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 4.02) shall be the successor to the Escrow Agent without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 4.05. Protection and Rights of the Escrow Agent. The Escrow Agent shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificate, statement, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Agreement, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Escrow Agent may consult with Independent Counsel who may be counsel to Lessor or Lessee, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Escrow Agreement, the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matters (unless other evidence in respect thereof be herein specifically prescribed), shall be deemed to be conclusively proved and established by the certificate of the Lessee Representative or the Lessor Representative and such certificate shall be full warranty to the Escrow Agent for any action taken or suffered under the provisions of this Escrow Agreement upon the faith thereof, but in its discretion the Escrow Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The recitals, statements and representations by Lessee and Lessor contained in this Escrow Agreement shall be taken and construed as made by and on the part of the Lessee and Lessor, as the case may be, and not by the Escrow Agent, and the Escrow Agent does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Escrow Agent shall not be answerable for the exercise of any discretion or power under this Escrow Agreement or for anything whatsoever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or gross negligence.

ARTICLE V ASSIGNMENTS; AMENDMENTS

Section 5.01. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Acquisition Fund established hereunder in connection with an assignment by Lessor of the Lease Documents, subject to the provisions contained therein.

Section 5.02. Amendments. This Escrow Agreement may be amended in writing by agreement among all of the parties.

Section 5.03. Escrow Agent Fee. The Escrow Agent shall be paid a fee in the amount of No Escrow Agent Fee Payable by Lessee for the services to be rendered hereunder (the "Escrow Agent Fee"), and will be paid and /or reimbursed by Lessee upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee shall be payable upon execution of this Escrow Agreement.

ARTICLE VI FURTHER ASSURANCES

Section 6.01. Further Assurances. Lessor and Lessee will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

ARTICLE VII DEFAULT

Section 7.01. Default.

(a) Lessor shall have the right to terminate this Escrow Agreement upon an Event of Default under the Lease Documents. Upon receipt of notice of termination from Lessor, Escrow Agent shall pay to Lessor, or its assignee, all moneys in the Acquisition Fund in accordance with Section 2.06.

(b) In the event of the failure by any party hereto to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Escrow Agreement, any non-defaulting party hereto shall have all of the rights and remedies now or hereafter existing at law or in equity against the defaulting party.

(c) No delay or omission to exercise any such right or power accruing upon any default shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII LIMITATION OF LIABILITY

Section 8.01. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by any of it hereunder or under the Lease Documents, but shall be responsible solely for the business-like performance of the duties expressly imposed upon Escrow Agent hereunder. The recitals of facts, covenants and agreements herein contained pertaining to Lessee and Lessor shall be taken as statement, covenants and agreements of the Lessee or Lessor (as the case may be), and Escrow Agent assumes no responsibility for the correctness of the same, or makes any representation as to the validity or sufficiency of this Escrow Agreement, or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein imposed upon it. Escrow Agent shall not be liable in connection with the performance of its duties hereunder, except for its own gross negligence or willful default.

Section 8.02. Indemnification. To the extent permitted by applicable law, Lessee agrees to indemnify and save Escrow Agent harmless from and against all claims, suits and actions brought against it, or to which it is made a party, and from all losses and damages, including without limitation reasonable attorney fees and court costs suffered by it as a result thereof, where such claim, suit or action arises in connection with this Escrow Agreement, the transactions described herein and in the Lease Documents or the Escrow Agent's employment as an escrow agent by Lessee and Lessor. Notwithstanding the foregoing, such indemnification shall not extend to claims, suits and actions brought against the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement and claims, suits or actions arising from events solely and directly attributable to acts of Lessor. Escrow Agent shall have a lien on all property deposited hereunder, for reasonable attorneys' fees, court costs, for any suit, interpleaded or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising between Lessor and Lessee as to the correct interpretation of this Escrow Agreement and instructions given to Escrow Agent hereunder, or otherwise, with Escrow Agent having the right, regardless of the instructions received, to hold such property until and unless such additional expenses, fees and charges shall be paid. In the event the Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of the Escrow Agent to recover such losses or damages from any other person or entity.

Section 8.03. Discretion of Escrow Agent to File Civil Action in the Event of Dispute. If Lessor or Lessee are in disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee in accordance with Section 8.02 for all costs in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 8.04. Opinion of Counsel. Before being required to take any action, the Escrow Agent may require (i) an opinion of Independent Counsel acceptable to the Escrow Agent, which counsel may be counsel to any of the parties hereto, and which opinion shall be made available to the other parties hereto, or (ii) a verified certificate of any party hereto, or (iii) both (i) and (ii), concerning the proposed action. Escrow Agent shall be absolutely protected in relying thereon if it does so in good faith.

Section 8.05. Limitation of Rights to Parties. Nothing in this Escrow Agreement, expressed or implied, is intended or shall be construed to give any person other than the Lessee, Lessor or the Escrow Agent any legal or equitable right, remedy or claim under or in respect of this Escrow Agreement or any covenant, condition or provision hereof; and all such covenants, conditions and provisions are and shall be for the sole and exclusive benefit of the Lessee, Lessor and Escrow Agent.

ARTICLE IX MISCELLANEOUS

Section 9.01. Records. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by the Lessee, Lessor, or the agent of either of them, at any time during regular business hours.

Section 9.02. Notices. All written notice to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the attached Exhibit B, or at such address as the party may provide to the other parties in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid.

Section 9.03. Governing Laws. This Escrow Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 9.04. Partial Invalidity. Any provision of this Escrow Agreement found to be prohibited by laws shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow Agreement.

Section 9.05. Binding Effect: Successors. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Escrow Agreement any party hereto is named or referred to, such references shall be deemed to include permitted successors or assigns thereof, and all covenants and agreements contained in this Escrow Agreement by or on behalf of any party hereto shall bind and inure to the benefit of permitted successors and assigns thereof whether or not so expressed.

Section 9.06. Execution in counterparts. This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 9.07. Headings. The headings or titles of the several Articles and Sections hereof, and any tables of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Escrow Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections, or subdivisions of this Escrow Agreement; and

the words "herein", "hereof", "hereunder" and other words of similar import refer to this Escrow Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 9.08. Lessee has been advised by Lessor that the USA Patriot Act establishes minimum standards of account information to be collected and maintained by Lessor, and that to help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account; and specifically, this means that when Lessee executes this Lease, Lessor may ask for Lessee's name and address, the date of birth of the officers executing this Lease, and other information that will allow Lessor to identify Lessee; and that Lessor may also ask to see the driver's license or other identifying documents of the officers of Lessee executing this Lease. (g) Lessee is and will remain in full compliance with all applicable laws including, without limitation, (1) ensuring that no person who owns a controlling interest in or otherwise controls Lessee is or shall be (A) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation, or (B) a person designated under Sections 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (2) compliance with all applicable Bank Secrecy Act ("BSA") laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first above written.

BRANCH BANKING AND TRUST COMPANY
as Escrow Agent

By: _____

Title: _____

Susquehanna Commercial Finance, Inc.
as Lessor

By: _____

Title: _____

COUNTY OF DAUPHIN

as Lessee

By: Donna L Miller

Title: Acting Risk Manager

EXHIBIT B

ADDRESS OF PARTIES

1. Lessor: Susquehanna Commercial Finance, Inc.
2 Country View Road, Suite 300
Malvern, PA 19355

2. Lessee: COUNTY OF DAUPHIN

2 SOUTH SECOND

HARRISBURG, PA 17108

3. Escrow Agent: BRANCH BANKING AND TRUST COMPANY



SUSQUEHANNA COMMERCIAL FINANCE, INC.
2 COUNTRY VIEW ROAD, SUITE 300
MALVERN, PA 19355

APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint Susquehanna Commercial Finance, Inc.
(agent's name)

Agent's Address: 2 Country View Road, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or
purchase of the unite described below which is required to be titled under
PA law.
(state)

(1) 2017 FORD INTERCEPTOR AND UTILITY (VIN: 1FM5K8AR0HGA13308)

- A false statement in connection with a title transaction is a crime.

Signature of Owner: Donna S. Miller

Printed Name of Owner: Donna S. Miller

Owner's Address: 2 South Street, PO Box 1295
Harrisburg, Pa 17108

Phone No. (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8-10-57

ACKNOWLEDGEMENT TO APPOINTMENT OF AGENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS.

On this, the 8th of June, 2016, before me, the undersigned notary public, personally appeared Donna S. Miller who
acknowledged himself/herself to be the Acting Risk Mgr (Title), of COUNTY OF DAUPHIN, a Pennsylvania _____ (Corp,
LLC, other), and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeanne M. Spagnolo
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jeanne M. Spagnolo, Notary Public
City of Harrisburg, Dauphin County
My commission expires August 20, 2017



SUSQUEHANNA COMMERCIAL FINANCE, INC.
2 COUNTRY VIEW ROAD, SUITE 300
MALVERN, PA 19355

APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint Susquehanna Commercial Finance, Inc.
(agent's name)

Agent's Address: 2 Country View Road, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or
purchase of the unite described below which is required to be titled under

PA law.
(state)

(1) 2017 FORD INTERCEPTOR AND UTILITY (VIN: 1FM5K8AR2HGA13312)

- **A false statement in connection with a title transaction is a crime.**

Signature of Owner: Donna S Miller

Printed Name of Owner: Donna S. Miller

Owner's Address: 2 South Street, P.O. Box 1295
Harrisburg, Pa 17108

Phone No. (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8-10-57

ACKNOWLEDGEMENT TO APPOINTMENT OF AGENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS.

On this, the 8th of June, 2016, before me, the undersigned notary public, personally appeared Donna S. Miller who acknowledged himself/herself to be the Acting Risk Mgr (Title), of COUNTY OF DAUPHIN, a Pennsylvania (Corp, LLC, other), and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Jeanne M Spagnolo
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jeanne M. Spagnolo, Notary Public
City of Harrisburg, Dauphin County
My commission expires August 20, 2017



SUSQUEHANNA COMMERCIAL FINANCE, INC.
2 COUNTRY VIEW ROAD, SUITE 300
MALVERN, PA 19355

APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint Susquehanna Commercial Finance, Inc.
(agent's name)

Agent's Address: 2 Country View Road, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or
purchase of the unite described below which is required to be titled under

PA law.
(state)

(1) 2017 FORD INTERCEPTOR AND UTILITY (VIN: 1FM5K8AR0HGA13311)

- **A false statement in connection with a title transaction is a crime.**

Signature of Owner: Donna S Miller

Printed Name of Owner: Donna S. Miller

Owner's Address: 2 South Second St, P.O. Box 1295
Harrisburg, Pa 17108

Phone No. (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8-10-57

ACKNOWLEDGEMENT TO APPOINTMENT OF AGENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS.

On this, the 8th of June, 2016, before me, the undersigned notary public, personally appeared Donna S. Miller who
acknowledged himself/herself to be the Acting Risk Mgr (Title), of COUNTY OF DAUPHIN, a Pennsylvania (Corp,
LLC, other), and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeanne M Spagnolo
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jeanne M. Spagnolo, Notary Public
City of Harrisburg, Dauphin County
My commission expires August 20, 2017



SUSQUEHANNA COMMERCIAL FINANCE, INC.
2 COUNTRY VIEW ROAD, SUITE 300
MALVERN, PA 19355

APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint Susquehanna Commercial Finance, Inc.
(agent's name)

Agent's Address: 2 Country View Road, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or
purchase of the unite described below which is required to be titled under

PA law.
(state)

(1) 2017 FORD INTERCEPTOR AND UTILITY (VIN: 1FM5K8AR2HGA13309)

- A false statement in connection with a title transaction is a crime.

Signature of Owner: Donna S Miller

Printed Name of Owner: Donna S. Miller

Owner's Address: 2 South Second St. PO Box 1295
Harrisburg, Pa 17108

Phone No. (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8-10-57

ACKNOWLEDGEMENT TO APPOINTMENT OF AGENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS.

On this, the 8th of June, 2016, before me, the undersigned notary public, personally appeared Donna S. Miller who acknowledged himself/herself to be the Acting Risk Mgr (Title), of COUNTY OF DAUPHIN, a Pennsylvania _____ (Corp, LLC, other), and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Jeanne M Spagnolo
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jeanne M. Spagnolo, Notary Public
City of Harrisburg, Dauphin County
My commission expires August 20, 2017



SUSQUEHANNA COMMERCIAL FINANCE, INC.
2 COUNTRY VIEW ROAD, SUITE 300
MALVERN, PA 19355

APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
(OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint Susquehanna Commercial Finance, Inc.
(agent's name)

Agent's Address: 2 Country View Road, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or
purchase of the unite described below which is required to be titled under

PA law.
(state)

(1) 2017 FORD INTERCEPTOR AND UTILITY (VIN: 1FM5K8AR9HGA13310)

- A false statement in connection with a title transaction is a crime.

Signature of Owner: Donna S Miller

Printed Name of Owner: Donna S. Miller

Owner's Address: 2 South Second St. P.O. Box 1295
Harrisburg, Pa 17108

Phone No. (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8-10-57

ACKNOWLEDGEMENT TO APPOINTMENT OF AGENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin : SS.

Donna S. Miller

On this, the 8th of June, 2016, before me, the undersigned notary public, personally appeared _____ who
acknowledged himself/herself to be the Acting Dist Mgr (Title), of COUNTY OF DAUPHIN, a Pennsylvania _____ (Corp,
LLC, other), and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the
purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeanne M Spagnolo
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jeanne M. Spagnolo, Notary Public
City of Harrisburg, Dauphin County
My commission expires August 20, 2017



SUSQUEHANNA COMMERCIAL FINANCE, INC.
 2 COUNTRY VIEW ROAD, SUITE 300
 MALVERN, PA 19355

APPOINTMENT OF AGENT

FOR A VEHICLE, WATERCRAFT, OR MOBILE HOME
 (OWNER MUST COMPLETE ALL INFORMATION IN INK)

I appoint Susquehanna Commercial Finance, Inc.
 (agent's name)

Agent's Address: 2 Country View Road, Suite 300, Malvern, PA 19355

As my agent to sign my name to legal document pertaining to the sale or
 purchase of the unite described below which is required to be titled under

PA law.
 (state)

(1) 2016 FORD EXPLORER XLT WITH UPFIT ---VIN: 1FM5K8D86GGD16871

- A false statement in connection with a title transaction is a crime.

Signature of Owner: Donna S Miller

Printed Name of Owner: Donna S. Miller

Owner's Address: 2 South Second St. P.O. Box 1295
Harrisburg, PA 17108

Phone No. (8 a.m. -5 p.m.): 717-780-6328

Owner's Driver License/I.D. Card Number: 25-279-863

Owner's Date of Birth: 8-10-57

ACKNOWLEDGEMENT TO APPOINTMENT OF AGENT

COMMONWEALTH OF PENNSYLVANIA :
 :
 COUNTY OF Dauphin : SS.

On this, the 8th of June, 2016, before me, the undersigned notary public, personally appeared Donna S. Miller who
 acknowledged himself/herself to be the Acting Trust Mgr (Title), of COUNTY OF DAUPHIN, a Pennsylvania _____ (Corp,
 LLC, other), and that he/she as such officer, being authorized to do so, executed the foregoing APPOINTMENT OF AGENT for the
 purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeanne M Spagnolo
 Notary Public
 My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
 Jeanne M. Spagnolo, Notary Public
 City of Harrisburg, Dauphin County
 My commission expires August 20, 2017